

1 of the APA, in which MR negotiated to have an Amended Seller Note issued by RRG Group
2 LLC.

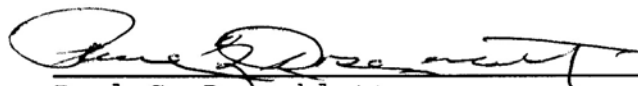
3 MR has refused to produce any communications between MR and Defendants
4 regarding the Seventh Amendment. MR contends that the communications are relevant to
5 other litigation in Arizona between the parties, but not relevant to the sale of intellectual
6 property which is at issue in this case. (Doc. 59 at 9–10.) According to MR, Defendants seek
7 this information in order to get a “head start” on discovery in the state case. (*Id.* at 10.)
8 Defendants contend that MR’s communications to Defendants “may implicate the parties’
9 intentions regarding MR’s expectations under the APA or related to the Amended Seller Note
10 and, therefore, are clearly relevant to this litigation.” (Doc. 56 at 10–11.)

11 The Court concludes that Defendants are entitled to the communications. Under Rule
12 26 of the Federal Rules of Civil Procedure, “Parties may obtain discovery regarding any
13 nonprivileged matter that is relevant to any party’s claim or defense. . . . Relevant
14 information need not be admissible at the trial if the discovery appears reasonably calculated
15 to lead to the discovery of admissible evidence.” Fed.R.Civ.P. 26(b)(1). As Defendants
16 argue, communications about the Seventh Amendment and the promissory note are
17 potentially relevant to MR’s intent and expectations with respect to the APA. Plaintiffs do
18 not contend that the information is privileged or burdensome to produce.

19 Accordingly,

20 IT IS ORDERED granting Defendants’ Motion to Compel (Doc. 56). Plaintiff MR
21 shall produce, no later than November 26, 2012, all communications between MR and
22 Defendants relating to the Seventh Amendment to the APA.

23 DATED this 5th day of November, 2012.

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26 Paul G. Rosenblatt
27 United States District Judge
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